

EXHIBIT D

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Co-Counsel for American Express Travel Related
Services Company, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

LEHMAN BROTHERS HOLDINGS INC.,
et al.

Debtors.

Chapter 11

Case No. 08-13555 (JMP)
(Jointly Administered)

**DECLARATION OF EUGENE J. CHIKOWSKI
IN SUPPORT OF OBJECTION OF AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC. TO RELIEF REQUESTED IN NOTICE
OF REVISIONS TO SCHEDULES OF CONTRACTS ASSUMED AND ASSIGNED
TO PURCHASER AND TO PROPOSED CURE AMOUNT**

Eugene J. Chikowski, Esq., a shareholder of the law firm Flaster/Greenberg, P.C. ("Flaster Greenberg") and counsel to American Express Travel Related Services Company, Inc. ("AmEx") in the above captioned case, with offices located at 1628 John F. Kennedy Boulevard, Philadelphia, Pennsylvania, declares as follows:

1. AmEx retained Flaster Greenberg as counsel in the bankruptcy case of Lehman Brothers Holdings, Inc. ("Debtor") with respect to the Debtor's assumption of two AmEx

contracts (the "AmEx Corporate Services Contract" and the "AmEx Travel Contract") and the contemporaneous assignment of those contracts to Barclays Capital, Inc. ("Barclays").

2. Unless indicated otherwise, the statements made in this declaration are from my own personal knowledge, information and belief.

3. Based on my review of the pleadings and other documents posted on the docket in the above-captioned case, the Debtor filed a motion to approve, *inter alia*, the sale of certain assets to Barclays and the assumption and assignment of certain contracts to Barclays ("Sale Motion"). The Bankruptcy Court entered an order approving the relief requested in the Sale Motion on September 20, 2008 ("Sale Order").

4. Prior to the hearing on the Sale Motion, the Debtors' two contracts with AmEx were identified as "Closing Date Contracts" on the list ("Closing Date Contracts List") posted by the Debtors' claims agent on <http://chapter11.epiqsystems.com/Lehman> ("Lehman Website"). The Closing Date Contracts List contained proposed cure amounts for each contract. A true and correct copy of the Closing Date Contracts List is attached as Exhibit A.

5. Based on the direction in the Sale Order that consenting non-Debtor parties on the Closing Date Contracts List should provide notice of such consent in writing, I sent a letter on September 22, 2008 to Debtor's counsel, with courtesy copies to Barclays' counsel stating that AmEx consented to the proposed cure with respect to the AmEx Corporate Services Contract appearing on the Closing Date Contracts List ("First Consent Letter"). A true and correct copy of the First Consent Letter is attached as Exhibit B.

6. On September 23, 2008, I received an e-mail response to the First Consent Letter from Debtor's counsel, directing me to follow certain consent procedures that were posted on the

Lehman Website in the interim (“Internet Procedures”). A true and correct copy of the response from Debtor’s counsel is attached as Exhibit C.

7. The Internet Procedures directed consenting parties to send a “Consent Form” via facsimile or overnight carrier to Barclays’ counsel using a specific address/facsimile number. Although the Internet Procedures reference the “Consent Form” as being attached, such form was not actually attached to the Internet Procedures until September 26, 2008.

8. On September 26, 2008, I sent a second letter consenting to the proposed cure for the AmEx Corporate Services Contract using the address and facsimile number posted on the Internet Procedures (“Second Consent Letter”). A true and correct copy of the Second Consent Letter is attached as Exhibit D.

9. Once I became aware that the Internet Procedures had been updated and the “Consent Notice” was posted on the Lehman Website, I transmitted a completed Consent Form pursuant to the Internet Procedures (“Consent Form”). A true and correct copy of the Consent Form is attached as Exhibit E.

10. Shortly after I sent the First Consent Letter, I was contacted by Barclays’s counsel to engage in informal discussions with Barclays’ counsel regarding the proposed cure for the AmEx Corporate Services Contract. Barclays’ counsel initially informed me that Barclays did not feel the proposed cure amount for the AmEx Corporate Services Contract was accurate, given the scope of the assets purchased by Barclays.

11. In a subsequent telephone call, I informed Barclays’ counsel that the AmEx Corporate Services Contract is a single, integrated agreement and that the cure amount is for the whole agreement.

12. In an effort to resolve the parties' informal dispute as to the proposed cure amount and at the request of Barclays' counsel, on September 25, 2008 I sent Barclays' counsel a copy of the AmEx Corporate Services Contract. My cover letter accompanying this transmission specifically requested that the AmEx Corporate Services Contract be kept "attorney eyes only." A true and correct copy of my cover letter is attached as Exhibit F.

13. Barclays' counsel responded almost immediately via e-mail, requesting permission to share the AmEx Corporate Services Contract with business people and in-house counsel at Barclays in an effort to speed resolution of the dispute regarding the cure amount.

14. Based on the fact that the Sale Order had been entered and that the only stated dispute between the parties was the amount of the cure, I sent an e-mail to Barclays' counsel consenting to counsel's request to share the AmEx Corporate Services Contract with Barclays business people and in-house counsel. A true and correct copy of my e-mail exchange with Barclays' counsel is attached hereto as Exhibit G.

15. After I had sent the Second Consent Letter and transmitted the Consent Form, I received a response from Barclays' counsel on September 29, 2008 in which counsel reiterated that the cure amount was a "mistake." A true and correct copy of the September 29, 2008 e-mail exchange is attached as Exhibit H.

16. Based on Barclays' continued unwillingness to pay the cure amount for the AmEx Corporate Services Contract, I forwarded Barclays' response to Debtor's counsel (with a courtesy copy to Barclays' counsel) and inquired as to whether the Debtor would make up any shortfall between what Barclays would potentially pay and the proposed cure. See Exhibit H.

17. Barclays' counsel replied promptly again reiterating that the proposed cure was a mistake and stating that she hoped the business people at our respective clients could resolve the issue. See Exhibit H.

18. Late in the evening of October 1, 2008, I received a telephone call from Barclays' in-house counsel informing me that Barclays intended to amend the Closing Date Contracts List to exclude the AmEx Corporate Service Contract and the AmEx Travel Contract. Counsel informed me that, based on this revision, Barclays would consider both contracts as having been rejected.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: October 14, 2008

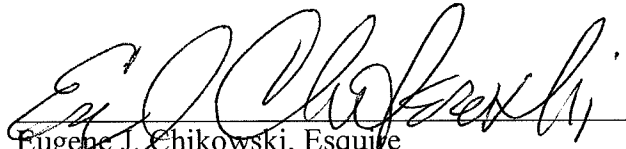

Eugene J. Chikowski, Esquire
FLASTER/GREENBERG P.C.
1628 John F. Kennedy Blvd.
Philadelphia, PA 19103

Exhibit A

Vendor Name*	Cure Total	Notification Address 1	Notification Address 2	Notification City, State Zip	Lehman Entity
IRON MOUNTAIN	\$552,161.24				
IRON MOUNTAIN	\$0.00	1000 Campus Drive		Collegeville, PA 19426	LB1
GARTNER GROUP INC	\$542,070.00	12600 Gateway Blvd		Fort Myers, FL 33913	LB1
PITNEY BOWES	\$255,000.00	27 Waterview Drive		Shelton, CT 06484	LB1
PITNEY BOWES	\$0.00	One Elmcraft Road		Shelton, CT 06484	LB1
PITNEY BOWES	\$0.00	27 Waterview Drive		Shelton, CT 06484	LB1
PITNEY BOWES	\$0.00				
IBM CORPORATION	\$8,995,892.82	117 South Belt Line Rd		Coppell Texas 75019	LBH1
SHERATON NEW YORK HOTEL	\$544,291.00	811 7th Ave		NY, NY 10019	LB1
SHERATON NEW YORK HOTEL	\$0.00	811 7th Ave		NY, NY 10019	LB1
SHERATON NEW YORK HOTEL	\$0.00	811 Seventh Avenue		NY, NY 10019	LB1
SHERATON NEW YORK HOTEL	\$0.00	811 Seventh Avenue		New York, NY 10019	LB1
SIEGEL & GALE	\$0.00	10 Rockefeller Center		NY, NY 10020	LB1
AMERICAN EXPRESS TRAVEL RELATED	\$18,000,000.00	20022 North 31st Avenue	PO Box 53800	Phoenix, AZ 85027	LB1
BANK OF NEW YORK	\$635,503.13	3 Manhattanville Road		Purchase, New York 10577	LBH1
BANK OF NEW YORK	\$0.00	3 Manhattanville Road		Purchase, New York 10577	LB1
BANK OF NEW YORK	\$0.00	3 Manhattanville Road		Purchase, New York 10577	LBH1
LOWENSTEIN SANDLER PC	\$9,358.56	65 Livingston Ave.		Roseland, NJ 07068-1791	LBH1
KEPNER TREGOE INC	\$306.70	17 Research Road		Princeton, NJ 08542	LBH1
KEPNER TREGOE INC	\$0.00	17 Research Road		Princeton, NJ 08542	LBH1
KEPNER TREGOE INC	\$0.00	17 Research Road		Princeton, NJ 08542	LBH1
IKON OFFICE SOLUTIONS INC.	\$220,000.00	1738 Bass Road		Macon, GA 31210	LBH1
IKON OFFICE SOLUTIONS INC.	\$0.00	1738 Bass Road		Macon, GA 31210	LBH1
IKON OFFICE SOLUTIONS INC.	\$0.00	1738 Bass Road		Macon, GA 31210	LBH1
IKON OFFICE SOLUTIONS INC.	\$0.00	1738 Bass Road		Macon, GA 31210	LBH1
AMERICAN MANAGEMENT ASSOC.	\$11,270.00	1601 Broadway		New York, NY 10019	LB1
AMERICAN MANAGEMENT ASSOC.	\$0.00	6 Winchester Drive	Room 3118	East Brunswick, NJ 08816	LB1
Mailon Bank NA	\$0.00	Three Mellon Bank Center		Pittsburgh, PA 15259-0001	LBH1
UNITED PARCEL SERVICE	\$205,000.00	643 W 43rd Street		New York, New York 10036	LB1
UNITED PARCEL SERVICE	\$0.00	643 W 43rd Street		New York, New York 10036	LB1
OMGEO LLC	\$23,199.31	22 Thomson Place		Boston, MA 02210	LB1
OMGEO LLC	\$0.00	22 Thomson Place		Boston, MA 02210	LB1
OMGEO LLC	\$0.00	22 Thomson Place		Boston, MA 02210	LB1
DUKE CORPORATE EDUCATION INC	\$106,645.52	1000 FedEx Drive		Coranopolis, PA 15108	LB1
DUKE CORPORATE EDUCATION INC	\$0.00	1000 FedEx Drive		Coranopolis, PA 15108	LB1
FEDERAL EXPRESS	\$0.00	1000 FedEx Drive		Coranopolis, PA 15108	LB1
FEDERAL EXPRESS	\$0.00	1000 FedEx Drive		Coranopolis, PA 15108	LB1
LOCKE LORD BISSELL & LIDDELL LLP	\$115,709.67	405 Lexington Avenue	Suite 2200	Dallas, TX 75201-6776	LBH1
ADVANTAGE HUMAN RESOURCING	\$0.00	85 Broad Street	32nd Floor	New York, NY 10174	LB1
Goldman Sachs	\$0.00			New York, NY 10004	LB1
MANDARIN ORIENTAL	\$0.00				
Blue Sky	\$5,092.50	Gill Farm Buildings		Kent TN26 2PG	LB1
Blue Sky	\$0.00	Gill Farm Buildings		Kent TN26 2PG	LB1
Blue Sky	\$0.00	Gill Farm Buildings		Kent TN26 2PG	LB1
Blue Sky	\$0.00	Gill Farm Buildings		Kent TN26 2PG	LB1
Blue Sky	\$0.00	Gill Farm Buildings		Kent TN26 2PG	LB1
CHD MERIDIAN HEALTHCARE	\$213,802.00				
COFFEE DISTRIBUTING CORP	\$0.00	200 Broadway		Garden City, NY 11040	LB1
GREENWICH ASSOCIATES	\$176,900.00	8 Greenwich Office Park		Greenwich, CT 06831	LB1
ARIZONA BILTMORE	\$597,860.00				
AUTOMATED SECURITIES CLEARANCE LTD.	\$51,528.57	545 Washington Boulevard		Jersey City, NJ 07310	LB1
AUTOMATED SECURITIES CLEARANCE LTD.	\$0.00	545 Washington Boulevard		Jersey City, NJ 07310	LB1
AUTOMATED SECURITIES CLEARANCE LTD.	\$0.00	545 Washington Boulevard		Jersey City, NJ 07310	LB1
AUTOMATED SECURITIES CLEARANCE LTD.	\$0.00	545 Washington Boulevard		Jersey City, NJ 07310	LB1
AUTOMATED SECURITIES CLEARANCE LTD.	\$0.00	545 Washington Boulevard		Jersey City, NJ 07310	LB1
BERLITZ LANGUAGE CENTER	\$0.00	400 Alexander Park		Princeton, NJ 08540	LBH1
BOSTON RED SOX	\$177,021.00	100 Legends Way, Suite 200		Boston MA 02114	LB1
BOURSE DE MONTREAL INC	\$4,719.27				
CORELOGIC	\$0.00	10360 Old Pacerville Road	Suite 100	Sacramento, CA 95827	LBH1
COR ASSESSMENT GROUP	\$16,655.36	1644 S. Denver Tulsa		Tulsa, OK 74119	LBH1
CHICAGO WHITE SOX	\$88,560.00	333 West 35th Street		Chicago IL 60616	LB1
CMS INNOVATIVE CONSULTANTS	\$48,878.00				
CMS INNOVATIVE CONSULTANTS	\$0.00	Eight Fletcher Place		Melville NY 11747	LB1
CMS INNOVATIVE CONSULTANTS	\$0.00				
DATA CERT, INC	\$0.00				
Corporate Graphics	\$0.00				
ECLEX	\$561,340.33	29 Bank Street		Fort Mumbai, India	LBH1
ECLEX	\$0.00	29 Bank Street		Fort Mumbai, India	LBH1

PLUS ONE HEALTH MANAGEMENT, INC	\$174,555.63	75 Maiden Lane, Suite 801		New York, NY 10038	LB1
PERFORMANCE IMPROVEMENT SOLUTIONS, INC	\$0.00	208 East 51st Street	#366	New York, NY 10022	LBH1
EYP MISSION CRITICAL FACILITIES	\$0.00	440 Park Ave. South 14th Fl		NY, NY	LBH1
WOLTERS KLUWER FINANCIAL SERVICES	\$0.00	6815 Saukview Drive		Saint Cloud, MN 56303	LBH1
WOLTERS KLUWER FINANCIAL SERVICES	\$0.00	6815 Saukview Drive		Saint Cloud, MN 56303	LBH1
WOLTERS KLUWER FINANCIAL SERVICES	\$0.00	6815 Saukview Dr		Saint Cloud, MN 56303	LBH1
WOLTERS KLUWER FINANCIAL SERVICES	\$0.00	6815 Saukview Dr		Saint Cloud, MN 56303	LBH1
BRIGHT HORIZONS	\$0.00			Saint Cloud, MN 56303	LBH1
BRIGHT HORIZONS	\$0.00	200 Talcott Avenue South		Watertown, MA 02472	LB1
KNOWLEDGE LAUNCH LLC	\$0.00	PO Box 10066		865-329-9260	LBH1
KNOWLEDGE LAUNCH LLC	\$0.00	PO Box 10066		865-329-9260	LBH1
W NEW YORK TIMES SQUARE	\$0.00	1567 Broadway		New York, NY 10020	LB1
JASPER, JANN	\$0.00	1169 Loraine Ave.	Plainfield, NJ 07062	(908) 789-7843	LBH1
Vary	\$0.00				LB1
PERFORMANCE OF A LIFETIME	\$0.00	920 Broadway		New York, NY 10010	LBH1
PERFORMANCE OF A LIFETIME	\$0.00	920 Broadway		New York, NY 10010	LBH1
INVESTORS MORTGAGE ASSET RECOVERY	\$0.00	18818 Teller Avenue	Suite 265	Irving, CA 92612	LBH1
MACKENZIE BROWN, LLC	\$0.00	1001 Ave. of Americas	11th Fl.	New York, NY 10018	LBH1
Bonhams	\$0.00	Montpelier Street		Knightbridge, London SW7	11LBH1
THE RESEARCH ASSOCIATES	\$0.00	248 West 35th St.	15th Floor	New York, NY 10001	LBH1
PRICE WATERHOUSE COOPERS	\$0.00	300 Madison Avenue		New York, NY 10017	LBH1
PRICE WATERHOUSE COOPERS	\$0.00	300 Madison Avenue		New York, NY 10017	LBH1
PRICE WATERHOUSE COOPERS	\$0.00	300 Madison Avenue		New York, NY 10017	LBH1
PRICE WATERHOUSE COOPERS	\$0.00	300 Madison Avenue		New York, NY 10005	LBH1
ADISON	\$0.00	20 Exchange Place 9th Floor		London, EC4V 3BJ	LBH1
TXG LTD	\$0.00	Veniers Place, 68 Upper Thames Street		Duxbury, MA 02332	LB1
CUTLER ASSOCIATES, INC.	\$0.00	17 Railroad Ave	Suite 550	Owings Mills, MD 21117	LBH1
ADVANCED TECHNOLOGY SUPPORT	\$3,000.00	10075 Red Run Blvd		Washington, D.C. 20007	LB1
FOUR SEASONS HOTEL-WASHINGTON, D.C.	\$0.00	2800 Pennsylvania Avenue, N.W.		Allentown, PA 18106	LB1
ADVANCED INNOVATIVE MARKETING, LLC	\$38,772.88	1005 Brookside Road		Allentown, PA 18106	LB1
ADVANCED INNOVATIVE MARKETING, LLC	\$0.00	1005 Brookside Road		Malvern, PA 19355	LB1
W GROUP, INC.	\$0.00	301 Lindenwood Drive	Suite 301	Malvern, PA 19355	LB1
W GROUP, INC.	\$0.00	301 Lindenwood Drive	Suite 301	Malvern, PA 19355	LB1
W GROUP, INC.	\$270.00	3600A Bridgeport Way W, #333	Suite 301	Malvern, PA 19355	LB1
ARIAL INTERNATIONAL, LLC	\$0.00			University Place WA 98466	LB1
INTERCONTINENTAL BOSTON	\$0.00	510 Atlantic Ave		Boston, MA 02210	LB1
INTERCONTINENTAL BOSTON	\$0.00	125 High St. 16th Fl.			LB1
INTERCONTINENTAL BOSTON	\$0.00	5197 Beachside Drive		Minnetonka, MN 55343	LBH1
INTERCONTINENTAL BOSTON	\$0.00	6625 Eastern Ave	Suite 100	Las Vegas, NV 89119-3930	LB1
WFC RESOURCES, INC.	\$0.00	7700 Steinway		Park City, UT 24060	LB1
VANGUARD INTEGRITY PROFESSIONALS	\$0.00	47 Autumn Lane		New Canaan, CT 06840	LBH1
STEIN ERIKSEN LODGE	\$74,500.00	500 West 56th Street	Suite 1113	New York, NY 10016	LBH1
SUFFOLK PARTNERS, LLC	\$0.00		7th Floor		LB1
GROUP 1066, LLC	\$0.00	449 Park Avenue South		Coppell, Texas 75019	LBH1
IBM CORPORATION	\$0.00	117 South Belt Line Rd		Coppell, Texas 75019	LBH1
IBM CORPORATION	\$0.00	117 South Belt Line Rd		Coppell, Texas 75019	LBH1
IBM CORPORATION	\$0.00	117 South Belt Line Rd		Coppell, Texas 75019	LBH1
IBM CORPORATION	\$0.00	117 South Belt Line Rd		Coppell, Texas 75019	LBH1
IBM CORPORATION	\$0.00	117 South Belt Line Rd		Coppell, Texas 75019	LBH1
LOWE, ANDREA JANE	\$0.00	Unit 1D 64 Macdonnell Rd.		Hong Kong	LBH1
SmartTrade Technology	\$0.00				
Anesco Arena Limited	\$0.00	25 Canada Square		E14 SLQ	LB1
INSTITUTE FOR INTELLECTUAL CAPITAL	\$0.00	11 Hackamore Court	Canary Wharf, GBR	Canada	LBH1
INTERSTATE ELECTRONICS COMPANY	\$0.00	600 Joliet Road	Amcaster, Ontario	Willowbrook IL 60527	LBH1
ADP BROKERAGE SERVICES INC	\$2,323,906.59	2 Journal Square Plz		Jersey City, NJ 07306	LB1
ADP BROKERAGE SERVICES INC	\$0.00	2 Journal Square Plz		Jersey City, NJ 07306	LB1
ADP BROKERAGE SERVICES INC	\$0.00	2 Journal Square Plz		Jersey City, NJ 07306	LB1
ADP BROKERAGE SERVICES INC	\$0.00	2 Journal Square Plz		Jersey City, NJ 07306	LB1
ADP BROKERAGE SERVICES INC	\$0.00	PO BOX 23175		Jersey City, NJ 07306	LB1
ADP BROKERAGE SERVICES INC	\$0.00	PO BOX 23175		NY	LB1
JDW CONCEPTS LTD.	\$0.00	511 Oakbourn Rd.	NEWARK	NY	LB1
First American Default Information Services, LLC	\$0.00	1 First American Way	West Chester, PA 19382	(610) 547-2509	LBH1
WINNING MIND, LLC	\$0.00	787 Seventh Avenue		Westlake, TX 76262	LBH1
DESAABRAN LLC	\$5,000.00	5082 E. Hampden Avenue	Suite 102	New York, NY 10019	LBH1
DESAABRAN LLC	\$0.00	5082 E. Hampden Avenue	Suite 102	Denver, CO 80222	LBH1
DESAABRAN LLC	\$0.00	5082 E. Hampden Avenue	Suite 102	Denver, CO 80222	LBH1
DESAABRAN LLC	\$0.00	5082 E. Hampden Avenue	Suite 102	Denver, CO 80222	LBH1
TRAINING THE STREET, INC.	\$0.00	1214 Garden Street		Hoboken, NJ	LBH1

Athletic and Swim Club Drive 495	\$0.00	787 Seventh Avenue		New York NY 10019	LBH
New York Health and Raquet	\$0.00	495 Broadway		New York, NY 10012	LBH
Lydan Data Services	\$0.00	4650 T-REX Ave.	Suite 100	Boca Raton, FLA 33431	LBH
NASDAQ TECHNOLOGY SERVICES LLC	\$0.00				
KAP GROUP, LLC.	\$0.00	316 Golden Hills Dr.	Portola Valley, CA, 94028	(650) 851-7359	LBH
KAP GROUP, LLC.	\$0.00	316 Golden Hills Dr.	Portola Valley, CA, 94028	(650) 851-7359	LBH
The Autoex Group *	\$0.00				
BUSINESS OBJECTS Americas	\$0.00	3030 Orchard Parkway	San Jose, CA 95134		LBH
WCN	\$0.00	Level One West Woodman Works The Crescent London SW19	London SW 19		LBH
WCN	\$0.00	Level One West Woodman Works The Crescent London SW19	London SW 19		LBH
WCN	\$0.00	Level One West Woodman Works	London, England		LBH
KSC Software, Inc.	\$0.00	Level One West Woodman Works	London, England		LBH
Shillbridge LLC*	\$0.00	67 Lakewood Ave	Cedar Grove, NJ 07009		LBH
OpenCrowd	\$0.00	10 King Arthur Rd	North Easton, MA 02356		LBH
OpenCrowd	\$0.00	41 East 11th Street	New York, NY 10003		LBH
Acclara	\$0.00	41 East 11th Street	New York, NY 10003		LBH
GRAYZ EVENTS	\$0.00	M. Largey	New York, NY 10003		LBH
Prenax, Inc.	\$122,376.61	13-15 West 54th Street	New York, NY 10019		LBH
Alphn	\$25,000.00	1375 Sutter St. Ste. 311	CA		LBH
American Express	\$0.00	1700 Shattuck Ave	Berkeley, CA 94709		LBH
Ascap	\$0.00	World Financial Center, American Express Tower	New York, NY 10285		LBH
AV Services	\$25,000.00	2690 Cumberland Parkway, Suite 490	GA 30339-3913		LBH
AV/SPL	\$25,000.00	99 Fairfield Road	NJ 07004		LBH
BMI	\$0.00	6301 Benjamin	Tampa FL 33634		LBH
Carey	\$255,000.00	10 Music Square East	TN 37203		LBH
Change & Ride, Inc.	\$100,000.00	47-01 Verno Blvd	Long Island City, NY 11101		LBH
Chpbook	\$40,000.00				LBH
CMS	\$239,695.78	Eight Fletcher Place	NY 11747		LBH
Corbis	\$0.00	710 SECOND AVENUE, SUITE 200	Seattle, WA		LBH
Corporate Transportation Group	\$250,000.00	HANGAR 22 2501 MONARCH ST.	, CA 94501		LBH
Creative Technologies (CT)	\$4,494.00		MN 55486-2222		LBH
Daktronics	\$0.00	PO BOX 86	CO 80211		LBH
Davis AV	\$0.00	2100 Clay Street	TN 37203		LBH
EMI	\$0.00	10 Music Square East	Ny, NY 10001		LBH
EXCEL MEDIA SYSTEM INC	\$0.00	145 WEST 30TH STREET	Brooklyn, NY 11218		LBH
Executive Transportation	\$650,000.00	140 39th Street	Manhah, NJ 04730		LBH
Flyte Time Worldwide	\$20,000.00	81 Franklin Turnpike	MO. 63195-3604		LBH
Gatty Images	\$0.00	P.O.BOX 953604	Ozone Park, NY 11416		LBH
Intabono Two-Way Radio Cars	\$0.00	88-191011 Avenue	Wilowbrook, IL 60527		LBH
INTERSTATE ELECTRONICS COMPANY	\$0.00	600 Joliet Rd			LBH
J&S AV	\$0.00	2220 W. 14th Street	AZ. 085281		LBH
Limeight	\$2,000.00	2233 Wisconsin Ave, NW Suite 400	DC 20007		LBH
Mastrom Media	\$299,106.00	625 West 55th St	Ny, NY 10019		LBH
Michael Andrews Audio Visual Services	\$3,000.00	2 Highland Drive	MS. 01876		LBH
Mirror Image	\$0.00	1080 HOLLAND DRIVE	BOCA RATON, FL 33487		LBH
Multi Image Group	\$101,458.66	24928 Genesee Trail Road, Suite 100	CO 80401		LBH
Payreel	\$0.00	15 W 37th Street	New York NY 10018		LBH
Scott's Flowers	\$0.00	10 Music Square East	TN 37203		LBH
Sony	\$30,000.00	6 West Druid Hills Drive	Atlanta, GA 30329		LBH
TRX	\$57,500.00	77 Liberty Corner Road	Far Hills NJ 07931-0708		LBH
United States Golf Association	\$75,000.00	25-20 39th Avenue	Long Island City, NY 11101		LBH
UTOG 2 Way Radio Group	\$0.00				LBH
Vbrick	\$0.00				LBH
VCA	\$0.00	370 Seventh Avenue, Suite 550			LBH
Volicon	\$0.00				LBH
CME GAINS	\$3,163,450.51				LBH
ISE - Expense	\$2,616,113.54				LBH
BATS Trading LEHM	\$2,348,504.34				LBH
TFS Derivatives Total	\$2,344,393.90				LBH
CME Exchange	\$2,195,334.67				LBH
CBOT Exchange	\$2,127,780.84				LBH
ICAP	\$2,093,093.83				LBH
NYSE Arca (Lehman)	\$1,711,134.29				LBH
CBOE Transaction Fees	\$1,491,431.02				LBH
Broadridge	\$1,343,578.46				LBH
CREDITEX INC	\$835,864.00				LBH
PHILADELPHIA Transaction Fees	\$789,267.98				LBH
NYMEX Exchange	\$731,643.91				LBH
ICAP	\$716,933.89				LBH
TULLETT	\$712,609.88				LBH

CME Brokerage	\$636,158.50
TULLETT	\$621,316.66
Eze Castle Transaction Services	\$578,379.83
BGC INTERNATIONAL	\$567,043.31
DTC Derivatives	\$552,697.00
Trading Screen Inc.	\$545,151.00
TRADITION	\$537,438.00
Summit	\$534,000.00
CBOT Brokerage	\$530,279.60
TRADEWEB	\$501,205.35
GFI	\$471,853.00
CBOT Clearing	\$454,907.67
TriOptima - Credits	\$420,000.30
GFI	\$389,142.18
Thomson Financial	\$373,893.75
MNR (DROWST) used to be team for Equilec	\$365,886.30
NYSE Market Inc.	\$365,014.19
TFS - ICAP	\$363,855.96
MAXCOR	\$357,234.50
NASDAQ - Workstation	\$350,622.45
NYFIX Inc (NYFIX Javelin)	\$337,142.56
EXCEPTIONS	\$328,815.00
LBMM- License Fees	\$309,545.69
PREBON	\$285,230.89
SIEMX Clearing	\$251,741.89
Blackwatch Brokerage, Inc.	\$244,835.66
KAHN SECURITIES, INC.	\$244,522.50
Englander #1 AMEXOption	\$243,426.67
NYSE Arca used to be PACIFIC Transaction Fees	\$242,637.45
MARKETAXESS	\$236,000.00
Macgregor Group Inc.-36002	\$235,712.83
LBMM- Regulatory Fees	\$234,343.39
BGC INTERNATIONAL	\$230,765.00
LiquidPoint, LLC	\$220,287.30
LINEDATA SERVICES INC	\$217,410.06
NYBOT Brokerage	\$215,943.00
HILL FARBER	\$215,000.00
Portware LLC.	\$208,153.84
Casey Securities Total	\$203,481.45
Infinitel	\$202,852.61
REUTERS	\$201,388.48
TSI	\$200,000.00
Fox River	\$196,080.98
ASSOCIATED OPTIONS INC	\$192,082.40
Man Securities Now MF GLOBAL SECURITIES, INC.	\$183,755.10
NYMEX Brokerage	\$179,977.00
WEB Options Total	\$176,250.58
CLS	\$171,057.00
Linkbrokers Total	\$165,586.00
EBIS	\$160,313.22
Tradetol	\$148,867.82
ADVENT SOFTWARE	\$146,306.25
GFI Group Inc. - EDLB - Total	\$144,666.75
NASDAQ - ACT (Clearance) TOTAL	\$142,580.06
Order Execution Services Holdings, Inc	\$133,236.17
GARBAN	\$130,000.00
MAN FINANCIAL	\$127,710.00
ICAP - UK	\$121,086.81
D&D Securities Total	\$113,045.40
Amerex Power	\$109,995.42
BIDS TRADING L.P.	\$109,190.20
COMEX Exchange	\$106,601.58
T-Zero	\$103,205.00
PHOENIX CAPITAL PART	\$103,125.00
PATRIOT	\$100,000.00
NYFIX Millennium	\$98,999.00
CANTOR	\$98,491.00
Tullett Liberty Securities Inc.	\$97,388.74
Prebon UK	\$96,072.41
GFI Brokers Struct	\$93,191.72
Lever- EBX Group	\$92,058.20
GA CREDIT, LLC	\$85,000.00

Englander #1 (Wald)	\$84,069.80
FM Brokerage-Total	\$81,849.80
SUNGARD INSTITUTIONAL BROKERAGE INC	\$80,683.02
TFS PWR NG	\$90,288.38
CHICAGO & MIDWEST Transaction Fees	\$79,614.86
THOMAS WEISEL PARTNERS	\$77,858.12
Toronto Stock Exchange	\$76,340.31
Choice NGA	\$75,512.50
Options (OP)	\$75,290.59
MURPHY & DUREU	\$72,537.50
ENLACE INT S.A. DE C.V.	\$72,308.00
RAFFERTY	\$70,000.00
TRADITION	\$66,950.49
ENLACE MEXICO	\$65,458.12
Spectron UK	\$65,115.00
Orange-Alent & Oasys	\$65,048.91
Charles River Brokerage, LLC.	\$63,108.74
ITG INC - BRLEHL, BRLE9	\$62,641.75
CREDIT SUISSE SECURITIES(USA), LLC	\$62,431.75
BOSTON Options Exchange	\$61,235.30
United (Gas)	\$60,556.68
LBMM- routing fee	\$58,961.82
Transaction Network Services-27821	\$57,169.03
ICAP Corporates (Account 90081) Total	\$55,199.30
TFS UK	\$54,895.99
Thomson Financial Networks	\$53,545.00
FIS	\$52,237.50
Plimex Energy Broker	\$50,792.50
Liberty	\$50,000.00
IVG	\$49,970.18
PAL CAPITAL INC	\$48,598.80
GFI Brokers UK	\$47,355.00
Sungard/ Automated Securities (NB)	\$46,886.52
DTC 7312	\$46,523.52
Fidelity Investments	\$46,464.73
Louis Capital Markets Philly	\$46,317.75
TFS DERIVATIVES CORPORATION	\$45,973.80
PGB	\$45,000.00
LCMC	\$44,535.71
TrOptima - Rates	\$43,400.00
Blackwatch Brokerage, Inc. T-Rowe Piece	\$42,900.14
Louis Capital Markets	\$42,269.40
FX ALL	\$42,214.68
FX CONNECT	\$41,114.27
Spectron	\$40,559.50
Chatham	\$39,790.00
Sungard - #7312	\$39,072.32
Piebon Financial - 40/LBFIN Total is now 03 account	\$37,918.55
TFS Oil	\$37,471.59
Louis Capital Markets ISE	\$37,135.86
PVM Oil	\$36,942.50
Amerex Natural Gas	\$35,188.36
Eurobrokers	\$34,999.99
Choice PWR	\$34,758.43
CHAPDELAINE CORP	\$33,912.50
Tuliet Liberty Securities Total Now Collins Stewart	\$33,242.00
Sungard - #0079	\$32,160.98
GFI Group Inc - EXLBIS Total	\$32,075.00
Flextrade LLC-36002	\$31,969.27
Exane SA	\$31,864.05
VYAPAR CAPITAL MARKET PARTNERS	\$30,815.00
Sunrise	\$30,625.00
MRS	\$30,375.66
ITG INC - BRLEHO	\$29,771.20
Murphy & Durlieu (Convertibles)	\$29,372.47
PVM Sing	\$28,983.49
ICAP Cleared	\$28,661.08
ICAP Corporates (Account 90021) Total	\$27,380.00
EEX Spot Fees	\$27,000.00
Macgregor Group Inc-27821	\$26,475.00
RS (Canada Reg. Fees)	\$26,468.47
Share and Value charges (EO)	\$26,222.16

COMEX Brokerage	\$25,525.75
Tullet Tradeblade	\$25,000.00
REUTERS TRANSACTION SVCS LTD -36002	\$24,545.20
Pribon Canada	\$23,756.21
PTIR Inc. Total Philly	\$22,164.00
Transaction Network Services-43825	\$21,988.10
Hamilton Executions	\$21,330.00
Global Direct Equities	\$21,231.90
Stock Clearing Corp of Philly	\$20,584.57
PMG	\$20,052.31
SCS Energy	\$20,025.00
CURRENEX	\$19,443.99
Royalblue Financial Now Fidessa Corporation	\$18,714.44
United (Oil)	\$18,302.50
BGC Financial	\$17,987.52
RAFFERTY-(REFCO)	\$17,500.00
Pribon Financial - 90/LBFIN Total is now 02 account	\$16,502.00
PTIR Inc. Total	\$16,586.40
FMAT	\$15,100.00
Spectron UK Oil	\$14,900.38
TFS Sing	\$14,800.00
AVMILL	\$14,750.00
NWS Linkage Fee	\$14,146.46
Radix Sing	\$13,425.00
GFI Sing	\$13,230.00
REUTERS TRANSACTION SVCS LTD -27821	\$12,089.43
Man Fin London	\$12,046.01
Fama & Asso. (Fairfax)	\$11,828.35
GFI GROUP INC - BLEH	\$11,507.42
Amerivest Partners-OPF Total	\$11,369.60
Chancellor Dougall & Co. NEUB	\$11,193.72
Student Options	\$10,938.56
Tullet now Collins Stewart	\$10,722.82
Devine	\$10,559.28
INDEPENDENT BROKERS LLC	\$10,053.25
ICAP Energy AS	\$9,800.00
Finat now Newedge	\$9,550.93
Louis Capital Markets Chicago	\$9,381.50
Man Capital	\$9,150.00
Transaction Network Services-36002	\$8,795.24
Libucki & Co.	\$8,735.61
SSY	\$7,895.00
Amerex Sing	\$7,549.50
LSBF	\$7,350.00
John Doyle Inc.	\$7,272.07
WEST POINT DERIVATIVES LTD	\$7,229.70
Liberty London	\$7,090.23
OCEANUS SECURITIES, LLC	\$7,017.21
Landmark	\$6,955.50
Wolverine Trading Total	\$6,626.00
NYSE Arca Options	\$6,454.80
Cantor Fitzgerald - LEHB Total	\$6,376.50
INFA	\$6,120.00
G.A. Davies & Co. #18, #2	\$6,083.01
Robert Pears Inc	\$5,904.00
X Change Financial	\$5,769.20
Three Boys Sec ID Gallagher) #917	\$5,669.13
OceanConnect Broker	\$5,580.00
LEK SECURITIES CORP	\$5,555.26
LAVA LONDON	\$5,552.53
HOT SPOT	\$5,521.81
Murphy & Durlau (Preferred Stock)	\$5,331.08
Starsupply	\$5,225.00
WHITAKER SECURITIES LLC	\$5,150.25
TJM Investments, LLC	\$5,050.08
Evolution	\$4,925.76
Nova Commodities	\$4,910.89
Cuttone & Co (Di Giovanni)	\$4,793.25
PREBON	\$4,303.24
Cuttone & Co	\$4,283.33
IFS UK Cleared	\$4,250.00
Pure Trading	\$4,152.08

Etrom Securities	\$4,085.45
Man Securities Now MF GLOBAL SECURITIES, INC. (S	\$4,000.00
Tullett Prebon Sing	\$3,850.00
Newedge	\$3,715.00
Horan Investments Corp.	\$3,405.20
Prebon Financial- 01 Swaps	\$3,316.14
ICAP Structured	\$3,000.00
FINRA - ACT (Related to Clearance)	\$2,989.52
AE Bruggemann	\$2,887.50
CF-ESPEED	\$2,842.88
BrokerXpress	\$2,805.60
DAG Sec. (Doug Glander)	\$2,756.63
Elite	\$2,750.00
Flextrade LLC-27821	\$2,748.44
Powernext Spot Fees	\$2,715.00
Final now Newedge Total	\$2,684.59
M&J Securities (Bowen)	\$2,541.33
CARL KLIEM	\$2,510.17
Winston Associates	\$2,400.00
Fortis Clearing America's LLC #333	\$2,374.17
Other / UTP	\$2,281.83
Spectron Cleared	\$2,275.00
GA Options	\$2,250.00
Ginga Sing	\$2,227.00
Kabotik Trading LLC (Bill Long) #308	\$2,153.20
Englander (Risk Arb)	\$2,137.50
Dorado	\$2,112.50
Patrick Allano #1962	\$2,082.20
Amerinvest Partners - AMEX-1LB-STK	\$2,071.98
ICAP Hyde	\$1,875.00
Evolution Cleared	\$1,875.00
Link Crude	\$1,875.00
Party	\$1,834.57
Lava Trading Inc.	\$1,833.33
AXIOM GLOBAL PARTNER	\$1,750.00
Newedge Sing brok	\$1,680.00
Kellogg Capital Group LLC	\$1,686.08
DRU Stock (Timothy)	\$1,608.31
Fix Flyer, LLC	\$1,600.00
GFI Group Inc. - EDLSBW - Swaps	\$1,600.00
LBMM-traders	\$1,597.82
Lakeshore Total	\$1,512.00
Direct Edge	\$1,499.84
AGS Spec.	\$1,498.88
Automated Securities	\$1,425.55
Global Coal	\$1,425.00
Cohen Specialists	\$1,333.33
Banc of America Securities	\$1,333.33
FLEXTRADE	\$1,235.39
JEFFERIES EXECUTION SERVICES INC	\$1,218.40
NYSE Arca - Bullain Board Trades	\$1,168.26
HTR Inc. (Hybrid Trading & Resources)	\$1,113.00
TFS (Germany)	\$1,087.50
Amerex Floor	\$1,000.00
Prebon Cleared	\$1,000.00
Waikopli Silver & Co.	\$990.33
Farina & Assoc. (Crotty)	\$947.25
GFI Cleared Broker	\$899.50
SCS Floor	\$875.00
360 TREASURY SYSTEMS AG	\$874.92
Eagle Brokers Cash	\$874.00
BOSS Sec. now Bloom Sec.	\$780.13
Equitec Total	\$767.50
Heightis Partners Inc.	\$675.00
FREEDOM INTL BROKERAGE	\$665.67
Axis	\$650.00
NEOVEST, INC	\$640.00
ISE - Transaction Fees	\$600.00
Evolution UK	\$525.00
Liquidity Partners	\$525.00
J. Streicher & Co. L.L.C.	\$484.50
Symex	\$475.00

New York, NY 10006
 Meriden, CT 06450
 New York, NY 10004
 Long Island City, NY 11101
 Parsippany, NJ 07054
 Philadelphia, PA 19116
 Needham, MA 02484
 Oakville, Ontario L6H 6G4
 Canada
 Irvine, CA 92614
 Thorofare, NJ 08096
 Long Beach, NY 11561
 El Segundo, CA 90245-0919

Standard Register	\$0.00				
Alpha Office Products / Staples	\$0.00				
Lason	\$0.00				
Responsive Data Solutions	\$0.00				
DiscoverReady	\$0.00				
Andrews & Kurth	\$0.00				
Alternative Business Accommodations	\$0.00				
DHL	\$1,000,000.00	55 Broadway 21st FL			New York, NY 10006
CRSP	\$0.00				
SNL FINANCIAL	\$0.00	105 West Adams Street	Suite 1700		Chicago, IL 60603
PLATTS	\$6,713.34	One SNL Plaza			Charlottesville, VA
FACTIVA	\$0.00	55 Water Street			New York, NY 10041
MARKETS.COM	\$136,205.00	85 Fleet Street			London EC4P 7AJ
FIDELITY INVESTMENTS	\$49,264.70	1740 Broadway, 23rd Floor			New York, NY 10019
GERSON LEHRMAN GROUP INC.	\$17,273.00	82 Devonshire Street			Boston, MA 02109
RussellMellon Analytical Services LLC	\$0.00	860 Third Avenue, 9th Floor			New York, NY 10022
FTSE INTERNATIONAL LIMITED	\$72,520.80	909 A Street			Tacoma, WA 98402
MARKET RESEARCH.COM PROFOUND	\$101,051.06	St. Albans House, Podium Floor 2	2 Fore Street		London, EC2Y 5DA
PERFORMANCE EXPLORER LIMITED	\$0.00				
GREEN STREET ADVISORS INC	\$56,919.00	567 San Nicholas Drive	Suite 200		Newport Beach, CA 92660
BUREAU VAN DIJK	\$0.00				
BVD	\$0.00	55 Broad Street			
Lipper	\$0.00	3 Times Square	14th Floor		New York, NY 10004
CRD CAPITAL, LLC	\$86,500.00	350 Fifth Ave	17th Floor		New York, NY 10036
Advantage Data	\$0.00	33 Arch Street	Suite 1700		New York, NY 10116
LOAN PERFORMANCE	\$0.00	188 The Embarcadero	Suite 2103		Boston, MA 02108
ADVANCED PORTFOLIO TECHNOLOGY	\$0.00	17 State Street	3rd Floor		San Francisco, CA 94105
STRATEGIC INSIGHT, INC.	\$0.00	59 Squires Lane			New York, NY 10004
COSTAR GROUP INC.	\$0.00	420 Lexington Avenue	Suite 1605		New Canaan, CT 06840
REIS, INC.	\$0.00	530 Fifth Av			New York, NY 10170
BIGDOUGH.COM INC.	\$0.00	4833 Rugby	Suite 600		New York, NY 10036
Durrants	\$0.00				Bethesda, MD 20814
Weather Services International Limited	\$0.00				
William O'Neill & Co. Inc.	\$11,250.00				
Microedge	\$19,250.00				
Street Account	\$54,470.00				
Bureau of National Affairs Inc.	\$0.00				
ICE Data LLP	\$12,000.00				
G.P. Energy Advisors	\$0.00				
Heinze, Kenneth	\$19,800.00				
James Mintz Group	\$71,618.48				
James, William (Rockport Grp)	\$0.00				
Krueger, Harvey M.	\$0.00				
Marks Consulting Firm	\$0.00				
McMurray, Joseph (Reynolds Channel)	\$2,918.74				
Roundtable Capital Partners	\$0.00				
Schlesinger, James	\$0.00				
Strauss, Charles B	\$0.00				

Exhibit B



Eight Penn Center
1628 John F. Kennedy Boulevard
Philadelphia, PA 19103
(215) 279-9393
Fax: (215) 279-9394
www.flastergreenberg.com

EUGENE J. CHIKOWSKI, ESQUIRE
Member of the PA Bar
Direct Dial: (215) 279-9382
E-Mail: eugene.chikowski@flastergreenberg.com

September 22, 2008

VIA E-MAIL AND OVERNIGHT DELIVERY

Harvey R. Miller, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Re: **In re Lehman Brothers Holdings, Inc. ("Debtor"), Case No. 08-13555 (CMP)**
American Express' Consent to Assumption and Assignment
of Contract and Proposed Cure Amount

Dear Mr. Miller:

By this letter, American Express ("AmEx") hereby consents, and is deemed to have consented, to the Debtor's assumption and assignment of the contract between AmEx and Lehman Brothers set forth on the Non-IT list of Closing Date Contracts with a cure amount of \$18,000,000.00 ("Lehman Contract") to Barclays, provided that AmEx is paid the entire proposed cure amount of \$18,000,000.00 ("Cure Amount") as soon as is reasonably practicable upon receipt of this letter.

AmEx's consent is based upon a review of certain documents posted on the internet site of Epiq Systems (<http://chapter11.epiqsystems.com/Lehman>) on behalf of the Debtor and the representations contained therein. Those documents include: (i) the Debtor's motion to approve the sale of assets to Barclays and the assumption and assignment of related contracts ("Sale Motion"); (ii) the Non-IT list of contracts to be assumed and assigned at closing; and (iii) the Bankruptcy Court order approving the relief sought in the Sale Motion ("Sale Order").

Based upon a review of the foregoing documents, AmEx understands that: (i) the Debtor sought and was granted authority by the Bankruptcy Court to assume and assign the Lehman Contract to Barclays, provided AmEx does not object to the assumption and assignment and/or the Cure Amount within a specified period; (ii) the Debtor's proposed cure amount for the Lehman Contract is \$18,000,000.00; and (iii) paragraph 12 of the Sale Order directs the Debtor

Harvey R. Miller, Esquire
Page 2

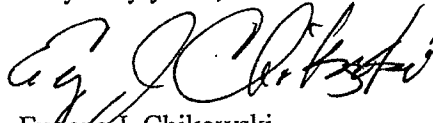
to pay the entire Cure Amount to AmEx as soon as is reasonably practicable upon receipt of written consent from AmEx to the Cure Amount.

This letter constitutes AmEx's written consent to the Cure Amount pursuant to paragraph 12 of the Sale Order, provided AmEx is paid the entire proposed cure amount of \$18,000,000.00 as soon as is reasonably practicable upon receipt of this letter. While the phrase "as soon as reasonably practicable" may be open to differing interpretations, AmEx believes payment of the cure amount will be timely if received by AmEx within three days of the date of this letter.

AmEx prefers payment of the Cure Amount via wire transfer. Since this letter may become part of a public record in the Debtor's bankruptcy case, the wire transfer instructions are not included herein. For the wire transfer instructions, please contact Lydia C. Schulz by electronic mail at lydia.c.schulz@aexp.com or by telephone at (908) 522-0574. Ms. Schulz also is the appropriate person to handle any questions, or take any appropriate direction, from the Debtor and/or Barclays regarding the AmEx programs.

Please contact me immediately if the substance of this letter does not comport in any way with your understanding of the assumption, assignment and cure of the Lehman Contract

Very truly yours,



Eugene J. Chikowski

cc: Richard P. Krasnow, Esq. (Weil Gotshal)
Lori R. Fife, Esq. (Weil Gotshal)
Shai Y. Waisman, Esq. (Weil Gotshal)
Jacqueline Marcus, Esq. (Weil Gotshal)
Leslie Bernauer (Lehman Brothers)
Lydia C. Schulz (American Express)
Anjli G. Pero, Esq. (American Express)
Victor I. Lewkow, Esq. (Cleary Gottlieb)
David Leinwand, Esq. (Cleary Gottlieb)
Dwane McLaughlin, Esq. (Cleary Gottlieb)
Mitchell S. Eitel, Esq. (Sullivan & Cromwell)
Jay Clayton, Esq. (Sullivan & Cromwell)
(via e-mail only)

UPS CampusShip: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the dotted line.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
 - o Hand the package to any UPS driver in your area.
 - o Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, LPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are accepted at Drop Boxes.
 - o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

- o Your driver will pickup your shipment(s) as usual.

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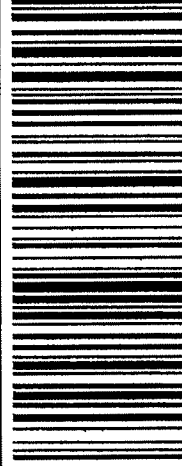

1 OF 1	
LTR	
SHIP TO: GENE CHIKOWSKI 2152799393 FLASTER GREENBERG 1628 JFK BLVD PHILADELPHIA PA 19103	
HARVEY R. MILLER 2152799382 WEIL, GOTSHAL & MANGES LLP 767 FIFTH AVENUE NEW YORK NY 10153-0023	
NY 100 9-45 	1+
UPS EARLY A.M. TRACKING #: 1Z 8R3 939 15 9840 0280 	
BILLING: P/P	
Client Matter Number: A0451	
CS 10.6.07. WXP/E/O 82.0A 08/2008  TM	

Exhibit C

From: Shai.Waisman@weil.com [mailto:Shai.Waisman@weil.com]
Sent: Tuesday, September 23, 2008 10:46 PM
To: Vagnozzi, Jennifer
Cc: anjli.g.pero@aexp.com; claytonwj@sullcrom.com; dlienwand@cgsh.com; dmclaughlin@cgsh.com; eiteml@sullcrom.com; Chikowski, Eugene; Kupniewski, Greg; lbernaue@lehman.com; lydia.c.schulz@aexp.com; vlewkow@cgsh.com; harvey.miller@weil.com; jacqueline.marcus@weil.com; lori.fife@weil.com; richard.krasnow@weil.com
Subject: Re: Lehman Brothers Holdings, Inc.; Case No. 08-13555 (JMP)

Hi Gene -- I returned your call from today. Please have a look at the cure procedures listed on www.lehman-docket.com. There is an extension of time to resolve cure issues. Cure for any contract assumed is the purchaser's responsibility. Any questions, as set forth in the letter, should go to their representatives at the numbers and addresses listed on the notice. As always, please call with any questions. Thanks.

Shai Waisman
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
p. 212.310.8274
f. 212.310.8007
e. Shai.Waisman@Weil.Com

"Vagnozzi, Jennifer"
<Jennifer.Vagnozzi@flastergreenberg.com>

09/22/2008 04:59 PM

To <harvey.miller@weil.com>

cc <richard.krasnow@weil.com>, <lori.fife@weil.com>, <shai.waisman@weil.com>, <jacqueline.marcus@weil.com>, <lbernaue@lehman.com>, <lydia.c.schulz@aexp.com>, "Anjli G Pero" <anjli.g.pero@aexp.com>, <vlewkow@cgsh.com>, <dlienwand@cgsh.com>, <dmclaughlin@cgsh.com>, <eiteml@sullcrom.com>, <claytonwj@sullcrom.com>, "Chikowski, Eugene" <Eugene.Chikowski@flastergreenberg.com>, "Kupniewski, Greg" <Greg.Kupniewski@flastergreenberg.com>

Subject Lehman Brothers Holdings, Inc.; Case No. 08-13555 (JMP)

Good Afternoon Mr. Miller,

10/14/2008

Attached please find correspondence from Eugene Chikowski in reference to the above.

Best Regards,
Jennifer

Jennifer Vagnozzi

Administrative Assistant to

Eugene J. Chikowski ❖ William J. Burnett

Joshua M. Gaffney ❖ Greg Kupniewski

Flaster/Greenberg P.C.

Eight Penn Center, 15th Floor

Philadelphia, PA 19103

Phone: 215-279-9386

Fax: 215-279-9394

www.flastergreenberg.com

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<<MILLER LTR.PDF>>

Exhibit D



Eight Penn Center
1628 John F. Kennedy Boulevard
Philadelphia, PA 19103
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EUGENE J. CHIKOWSKI, ESQUIRE
Member of the PA Bar
Direct Dial: (215) 279-9382
E-Mail: eugene.chikowski@flastergreenberg.com

September 26, 2008

VIA FACSIMILE AND OVERNIGHT DELIVERY

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
attn: Barclays Cure Amount

Re: In re Lehman Brothers Holdings, Inc. ("Debtor"), Case No. 08-13555 (JMP)
American Express' Consent to Assumption and Assignment
of Contract and Proposed Cure Amount

Dear Counsel:

Earlier this week, my firm provided your firm, as counsel for Barclays, with a courtesy copy of the written consent to assumption, assignment and cure amount regarding the contract between American Express ("AmEx") and Lehman Brothers (as amended from time to time, the "Lehman Contract") that we sent to Mr. Harvey Miller, counsel for Lehman Brothers. AmEx's consent was based upon a review of the Debtor's motion to approve the sale of assets to Barclays and the assumption and assignment of related contracts ("Sale Motion") and the Bankruptcy Court order approving the relief requested in the Sale Motion ("Sale Order").

The Debtor has informed AmEx that procedures for providing written consent to the proposed cure are posted on the internet site of Epiq Systems. This letter serves as written consent pursuant to those procedures to the proposed cure described below. Although the procedures reference a "Consent Form" as being attached, no such form actually is attached. In the interest of time and in lieu of the suggested form being available, AmEx is providing this letter as its written consent.

AmEx understands from its review of the Sale Motion and Sale Order that: (i) the Debtor sought and was granted authority by the Bankruptcy Court to assume and assign the Lehman Contract to Barclays, provided AmEx does not object to the assumption and assignment and/or the cure amount within a specified period; (ii) the Debtor's proposed cure amount for the Lehman Contract is \$18,000,000.00 ("Cure Amount"); and (iii) paragraph 12 of the Sale Order

Harvey R. Miller, Esquire
Page 2

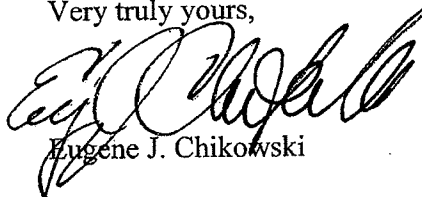
directs Barclays to pay the entire Cure Amount to AmEx as soon as is reasonably practicable upon receipt of written consent from AmEx to the Cure Amount.

This letter constitutes AmEx's written consent to the Cure Amount pursuant to paragraph 12 of the Sale Order, provided AmEx is paid the entire proposed cure amount of \$18,000,000.00 as soon as is reasonably practicable upon receipt of this letter. While the phrase "as soon as reasonably practicable" may be open to differing interpretations, AmEx believes payment of the cure amount will be timely if received by AmEx within three days of the date of this letter.

AmEx prefers payment of the Cure Amount via wire transfer. Since this letter may become part of a public record in the Debtor's bankruptcy case, the wire transfer instructions are not included herein. For the wire transfer instructions, please contact Lydia C. Schulz by electronic mail at lydia.c.schulz@aexp.com or by telephone at (908) 522-0574. Ms. Schulz also is the appropriate person to handle any questions, or take any appropriate direction, from the Debtor and/or Barclays regarding the AmEx programs.

Please contact me immediately if the substance of this letter does not comport in any way with your understanding of the assumption, assignment and cure of the Lehman Contract.

Very truly yours,



Eugene J. Chikowski

cc: Lydia C. Schulz (American Express)
Anjli G. Pero, Esq. (American Express)
Lisa M. Schweitzer, Esq. (Cleary Gottlieb)
Lindsee Granfield, Esq. (Cleary Gottlieb)
(each via e-mail only)

UPS CampusShip: Shipment Label

UPS CampusShip: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the dotted line.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**


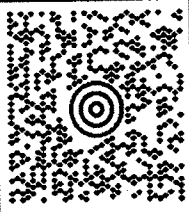
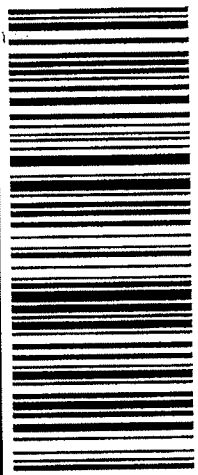

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 - o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
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 - o Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are accepted at Drop Boxes.
 - o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

 - o Your driver will pickup your shipment(s) as usual.

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1 OF 1	LTR	GENE CHIKOWSKI 2152799393 FLASTER GREENBERG 1628 JFK BLVD PHILADELPHIA PA 19103	SHIP TO: BARCLAYS CURE AMOUNT 2152799382 CLEARY GOTTLIEB STEEN & HAMILTON ONE LIBERTY PLAZA NEW YORK NY 10006-1404	NY 102 9-01 		UPS NEXT DAY AIR TRACKING #: 1Z 8R3 939 01 9588 0329		BILLING: P/P	Client Matter Number: A0451 Lehman		TM
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ST. TIME 09/26 13:23
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				DATE: September 26, 2008	
ATTENTION:		FIRM:		FAX NO:	
1.	BARCLAYS CURE AMOUNT	Cleary Gottlieb Steen & Hamilton LLP		212-225-3999	
2.					
3.					
FROM:	Eugene J. Chikowski, Esquire	DIRECT DIAL:	215-279-9382	NO. OF PAGES: (INCLUDING COVER)	3
RE:	Lehman Brothers Holdings, Inc. Case No. 08-13555				
COVER MESSAGE:					



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				DATE: September 26, 2008	
	ATTENTION:		FIRM:		FAX NO:
1.	BARCLAYS CURE AMOUNT		Cleary Gottlieb Steen & Hamilton LLP		212-225-3999
2.					
3.					
	FROM:	Eugene J. Chikowski, Esquire	DIRECT DIAL:	215-279-9382	NO. OF PAGES: (INCLUDING COVER)
	RE:	Lehman Brothers Holdings, Inc. Case No. 08-13555			
	COVER MESSAGE:				

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Exhibit E

CONSENT TO CURE AMOUNT
IN CONNECTION WITH ASSUMPTION AND ASSIGNMENT OF CONTRACTS

To: Lehman Brothers Holdings Inc.
LB 745 LLC
Lehman Brothers Inc.
Barclays Capital Inc.

Commencing on September 15, 2008 and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI") and certain of its direct and indirect subsidiaries, including LB 745 LLC ("745"), commenced voluntary cases under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (Jointly Administered, Case No. 08-13555). In addition, on September 19, 2008, a proceeding was commenced under the Securities Investor Protection Act of 1970 (Case No. 08-01420) with respect to Lehman Brothers Inc. ("LBI", and together with LBHI and 745, the "Debtors").

On September 20, 2008, the Bankruptcy Court entered the Order Under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006 Authorizing and Approving (A) The Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases (the "Sale Order") and the Order Approving, And Incorporating By Reference For The Purposes Of This Proceeding, An Order Authorizing The Sale Of Purchased Assets And Other Relief In The Lehman Brothers, Holdings Inc. Chapter 11 Proceedings (together with the Sale Order, the "Sale Orders"). (Capitalized terms not defined herein have the meanings ascribed to them in the Sale Order). The Sale Orders provide for the transfer of the Purchased Assets and the assumption and assignment of certain contracts (the Closing Date Contracts) by the Debtors to the Purchaser as of the Closing Date of the sale transaction.

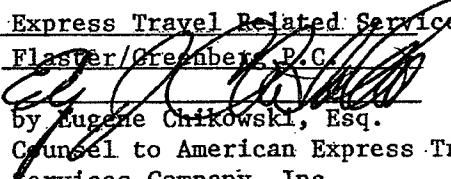
American Express Travel
Related Services Company, Inc. ("Counterparty") is a counterparty to certain Closing Date Contracts identified on Exhibit A that have been assumed and assigned to the Purchaser on the Closing Date. Exhibit A lists the cure amounts agreed upon by the relevant Debtors and Counterparty in connection with the assumption and assignment of the identified contracts (the "Cure Amounts").

By signing below, Counterparty agrees that upon payment of the Cure Amounts, Purchaser and the Debtors will have satisfied all conditions to the assumption and assignment of the Closing Date Contracts identified on Exhibit A, including the cure of all outstanding defaults of the Debtors under each of the contracts, and that Counterparty will have no further claims on account of such contracts against the Debtors or their estates. The signatory below represents that (s)he has authority to sign on behalf of Counterparty. Payment of such Cure Amounts may be made by the Purchaser or the Debtors by check to the mailing address identified by Counterparty in Exhibit B.

Dated: September 26, 2008

American Express Travel Related Services Company, Inc.

By: Flaster/Greenberg, P.C.


by Eugene Chikowski, Esq.

Counsel to American Express Travel Related
Services Company, Inc.

EXHIBIT A – SCHEDULE OF CLOSING DATE CONTRACTS AND CURE AMOUNTS

CONTRACT	CURE AMOUNT
Global Corporate Services Commercial Account Agreement	\$18,000,000.00

EXHIBIT B – COUNTERPARTY REMITTANCE ADDRESS/CONTACT NAME FOR THE
CHECK TO BE MAILED

Please contact Ms. Lydia C. Schulz via telephone at (908) 522-0574
or via electronic mail at lydia.schulz@aexp.com for instructions
regarding payment

 *** TX REPORT ***

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 TIME USE 01'06
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				DATE: September 26, 2008	
TO:		FIRM:		FAX NO:	
1.	Barclays Cure Amount	Cleary Gottlieb Steen & Hamilton LLP		(212) 225-3996	
2.					
3.					
FROM: Greg Kupniewski, Esq.		DIRECT DIAL:	(215) 279-9907	NO. OF PAGES: (INCLUDING COVER)	4
RE: BARCLAY'S CURE AMOUNT					
COVER MESSAGE:					

Exhibit F



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Fax: (215) 279-9394
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EUGENE J. CHIKOWSKI, ESQUIRE
Member of the PA Bar
Direct Dial: (215) 279-9382
E-Mail: eugene.chikowski@flastergreenberg.com

September 25, 2008

VIA ELECTRONIC MAIL

Lindsee P. Granfield, Esq.
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006

F.R.E. 408 COMMUNICATION, INADMISSIBLE FOR ANY PURPOSE
Re: **In re Lehman Brothers Holdings, Inc. ("Debtor"), Case No. 08-13555 (JMP)**
Assumption and Assignment of Contract between Lehman Brothers and
American Express

Dear Ms. Granfield:

Based on our previous conversations regarding the cure payment for Lehman Brothers' contract with American Express ("AmEx"), enclosed is a copy of the Global Corporate Services Commercial Account Agreement between the parties and the amendments thereto ("Lehman Contract"). As we discussed, AmEx is providing this document in an effort to open a dialog between the parties on the appropriate cure under the contract. Please note, however, that the information we are providing in and with this letter (including without limitation the enclosed contract) is confidential and for attorney's eyes only and should not be distributed outside of your firm without AmEx's prior written approval.

The proposed cure amount for the Lehman Contract under the sale order entered on September 20, 2008 ("Sale Order") is \$18,000,000.00. AmEx's account database calculated the amount outstanding under the Lehman Contract as of today as slightly less than \$18,000,000.00, which obviously approximates the proposed cure amount. AmEx can provide printouts of the reports generated from its account database that support this calculation.

AmEx also can provide copies of the various account statements for the approximately 12,600 cards that it issued worldwide under the Lehman Contract as needed in the future. We trust that the database calculations will suffice for our present purposes in initiating a dialog between the parties.

Harvey R. Miller, Esquire
Page 2

As you will see, the Lehman Contract is a single agreement that governs the entire global relationship between AmEx and Lehman Brothers. Setting aside the clear intent of the parties to enter into a single agreement by, *inter alia*, amending the original contract, the amendments are so interwoven with, and dependent upon, the terms of master agreement that the separate writings constitute a single agreement under New York law.

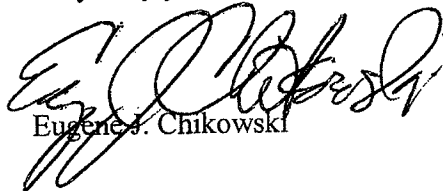
Based on the foregoing, AmEx believes that Barclays must cure the entire balance outstanding under the Lehman Contract. The Bankruptcy Code does not permit the partial assumption and assignment of executory contracts. Since the entire Lehman Contract was assumed, the entire outstanding balance also should be cured in the assumption and assignment process.

AmEx is happy to provide any additional documentation that is necessary to give Barclays comfort as to the amount of the cure and the intended scope of the Lehman Contract. Please contact me directly with any questions or comments.

Since the deadline to object to the proposed cure under the Sale Order is rapidly approaching, Barclays prompt attention to this matter is of significant importance to AmEx. If AmEx does not receive payment of the entire Cure Amount, or otherwise does not hear from Barclays sufficiently in advance of the objection deadline, AmEx may be forced to file an objection to the proposed cure under the Sale Order to preserve its rights.

We sincerely hope, however, that the parties can reach a consensus on the appropriate cure without judicial intervention. To that end, please note that various Barclays businesspeople have contacted their counterparts at AmEx in an effort to restart the AmEx programs. Resolution of the cure issue, however, is necessary before the businesspeople can move forward.

Very truly yours,



Eugene J. Chikowski

cc: Lydia C. Schulz (American Express) (w/o enclosure)
Anjli G. Pero, Esq. (American Express) (w/o enclosure)
Shai Y. Waisman, Esq. (Weil Gotshal) (w/o enclosure)
Lisa M. Schweitzer, Esq. (Cleary Gottlieb) (w/o enclosure)
(via e-mail only)

Exhibit G

From: Lindsee GRANFIELD [mailto:lgranfield@cgsh.com]
Sent: Thursday, September 25, 2008 4:59 PM
To: Vagnozzi, Jennifer
Cc: Chikowski, Eugene; Kupniewski, Greg
Subject: Re: Lehman Brothers Holdings, Inc.

Dear all:

Can I inquire about the need to keep the attached attorney eyes only at Cleary Gottlieb? It is going to be much more effective if I can share this letter and the agreement with both in-house lawyers and the business people at Barclays dealing with assumption and cure issues. Can it be sent to those people at Barclays (lawyers and non-lawyers) dealing with the cure and sourcing issues for Barclays emanating from Barclays purchase of Lehman assets to be kept confidential by them (subject to issues of legal process and having to show anything a regulator might ask for to them). I have not done anything with the attached yet, except sent this response to you, so let me know if I can do as I propose in this email. Thank you.

Lindsee Granfield

Lindsee P. Granfield
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza, New York NY 10006
t: +1 212 225 2738 | f: +1 212 225 3999
www.clearygottlieb.com | lgranfield@cgsh.com

"Vagnozzi, Jennifer"
<Jennifer.Vagnozzi@flastergreenberg.com>

25 September 2008 04:45 PM

To lgranfield@cgsh.com
cc "Kupniewski, Greg" <Greg.Kupniewski@flastergreenberg.com>, "Chikowski, Eugene" <Eugene.Chikowski@flastergreenberg.com>
Subject Lehman Brothers Holdings, Inc.

Good Afternoon Ms. Granfield,

Attached please find correspondence from Gene Chikowski in reference to the above.

10/14/2008

Thank you,
Jennifer

<<GRANFIELD LTR.PDF>>

Jennifer Vagnozzi

Administrative Assistant to

Eugene J. Chikowski ❖ William J. Burnett

Joshua M. Gaffney ❖ Greg Kupniewski

Flaster/Greenberg P.C.

Eight Penn Center, 15th Floor

Philadelphia, PA 19103

Phone: 215-279-9386

Fax: 215-279-9394

www.flastergreenberg.com

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10/14/2008

Exhibit H

From: Lindsee GRANFIELD [mailto:lgranfield@cgsh.com]
Sent: Monday, September 29, 2008 7:04 PM
To: Chikowski, Eugene
Cc: Shai.Waisman@weil.com
Subject: Re: FW: Lehman Brothers Holdings, Inc.

I would really like us not to get ahead of ourselves. I am trying to get decisions out of Barclays and/or discussion going between the business people. I was just noting below, that it did not work, after I immediately told you that the listing was a mistake last week (not for the first time below), for you to ignore that and send in many consents. That was the only point of below. Also, as you noted to me, if something cannot be worked out, then another firm will be dealing with this for Barclays (not Cleary Gottlieb). Shai, if you want to know background, call me (I have call into you on another topic).

Lindsee P. Granfield
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza, New York NY 10006
t: +1 212 225 2738 | f: +1 212 225 3999
www.clearygottlieb.com | lgranfield@cgsh.com

"Chikowski, Eugene"
<Eugene.Chikowski@flastergreenberg.com>

To: Shai.Waisman@weil.com

cc: lgranfield@cgsh.com

29 September 2008 06:55 PM

Subject: FW: Lehman Brothers Holdings, Inc.

Shai,

While I appreciate your email last week noting all the procedures Lehman and the Court had set forth to receive payment of the cure amount, and despite complying with these procedures, Barclays is refusing pay the cure amount on the American Express contract.

Barclay's counsel advises in the email below that the \$18 M was a "mistake". For the record, American Express' actual cure number is slightly less then \$18M. The difference is very small.

American Express does not know what Barclay's means by a "mistake". Is it Lehman's position that the \$18M cure number is wrong? It is American Express' understanding that Lehman listed the cure numbers. Please advise me whether Lehman will pay the difference between Barclay's 'right number' and the real cure number.

10/14/2008

Thank you,

Gene

Eugene J. Chikowski, Esquire
Flaster/Greenberg P.C.
1628 JFK Boulevard - 15th Floor
Philadelphia, PA 19103
eugene.chikowski@flastergreenberg.com
(215) 279-9382
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From: Lindsee GRANFIELD [mailto:lgranfield@cgsh.com]
Sent: Monday, September 29, 2008 3:13 PM
To: Vagnozzi, Jennifer
Cc: Chikowski, Eugene; Kupniewski, Greg; Ischweitzer@cgsh.com
Subject: Re: Lehman Brothers Holdings, Inc.

Gene:

I am sorry to bother you, but I am concerned that you and Amex did not understand what I told you the business day after you sent your original letter to Harvey Miller re Amex's contract. As I told you then, listing the Amex contract with the cure amount of \$18million was a mistake. Therefore, Barclays cannot accept a cure form notice from Amex that tries to accept the amount that I told you prior to such attempted acceptance was a mistake. The business folks have got to talk and try to reach an agreed upon resolution. My understanding is that there has already been some contact. This not meant to raise hackles at Amex, but the clients need to seek to resolve the issue.

Lindsee Granfield

Lindsee P. Granfield
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www.clearygottlieb.com | lgranfield@cgsh.com

"Vagnozzi, Jennifer"
<Jennifer.Vagnozzi@flastergreenberg.com>

26 September 2008 01:23 PM

To Ischweitzer@cgsh.com, lgranfield@cgsh.com
cc "Chikowski, Eugene" <Eugene.Chikowski@flastergreenberg.com>, "Kupniewski, Greg" <Greg.Kupniewski@flastergreenberg.com>
Subject Lehman Brothers Holdings, Inc.

10/14/2008

Good Afternoon Ms. Schweitzer & Ms. Granfield,

Attached please find correspondence from Gene Chikowski in reference to the above.

Thank you,
Jennifer

<<LEHMAN LTR.PDF>>

Jennifer Vagnozzi

Administrative Assistant to

Eugene J. Chikowski ❖ William J. Burnett

Joshua M. Gaffney ❖ Greg Kupniewski

Flaster/Greenberg P.C.

Eight Penn Center, 15th Floor

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Phone: 215-279-9386

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